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EXTRAORDINARY

PART I—Section 1

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## MINISTRY OF COMMERCE & INDUSTRY Office of the Chief Controller of Imports & Exports

## PUBLIC NOTICE

New Delhi, the 22nd October, 1954

No. 1-E.T.C.(P.N.)/54.—The Government of India have entered into a Trade Arrangement with the Government of the Peoples' Republic of China for the export of 9 million tons of tobacco from India to China. The quantity, quality and the prices for the quantity agreed to be exported to China are set out below:—

Quality	Quantity in lbs.	Price per lb. f.o.b. Madras, Vizaga- patnam or Kakinada. (in Indian rupees)
1953 crop.		
LMG . . . . .	3,00,000	7 annas.
B . . . . .	4,00,000	7 annas.
DB . . . . .	10,00,000	6 annas.
DG . . . . .	15,00,000	5 annas 3 pies.
FL . . . . .	15,00,000	4 annas 2 Pies.
	47,00,000	
1954 crop.		
LMG . . . . .	3,50,000	7 annas 6 pies.
B . . . . .	3,50,000	7 annas 4 pies.
DB . . . . .	8,50,000	6 annas 2 pies.
DG . . . . .	12,50,000	5 annas 5 pies.
PL . . . . .	15,00,000	4 annas 5 pies.
	43,00,000	
	90,00,000 lbs., i.e. 9 million lbs.	

2. Sales will be effected by private parties approved by Government of India in this behalf. The parties so approved will be required to conclude contracts with the China National Import and Export Corporation on the terms and conditions set out in the Schedule to this Public Notice within one week of receiving the necessary intimation of approval from the Chief Controller of Imports and Exports, New Delhi. Exporters who desire to participate in the export of agreed quantities of tobacco to China are advised to apply to the Deputy Chief Controller of Imports and Exports, Madras. The application should *inter alia* contain the following information:—

(1) Name and address of the applicant.

## (2) Full particulars of the applicant:—

- (a) Year of establishment.
- (b) Whether a Public Co., a Private Co., or a partnership or an individual firm.
- (c) If a Limited Company, state the authorised Capital.
- (d) If a firm, give the name and address of scheduled bank to whom a reference can be made regarding the standing of the applicant.
- (e) If a Private Co., or firm, indicate the name of directors, partners or proprietors and state whether any of them are directors, proprietors or partners of any other Company or firm.

(3) Registered Income-tax Verification Number or a certified copy of the Income-tax Verification Certificate.

(4) A statement of exports of Indian tobacco to Asian countries, e.g. Japan, Burma, China, Indo-China, Siam, etc., showing countrywise the quantity and value of exports during each of the 3 calendar years 1951, 1952 and 1953 duly certified by a Chartered Accountant.

3. The application should also be accompanied by an undertaking from the applicant to the effect that—

- (a) the applicant is bound to conclude a contract of sale with the China National Import and Export Corporation on the terms and conditions set out in the Schedule to this Public Notice for the allocated quantity within one week of receiving an intimation from the Chief Controller of Imports and Exports to that effect;
- (b) the applicant will be bound by any other conditions that may be imposed by the Government of India in respect of this transaction.

4. The applications should reach the Deputy Chief Controller of Imports and Exports, Madras, by the 1st November, 1954. Applications received after that date or incomplete applications received before that date will not be considered.

5. The applications received before the prescribed date will be considered on merits, and the parties selected by the Government of India will be intimated the quantity allotted to them for entering into a contract with the China National Import and Export Corporation.

## SCHEDULE

## TOBACCO

*Terms and Conditions*

## 1. Grades, Quantity and Prices:

Grades.	Quantity in lbs.	Price per lb. (In Indian rupees) f.o.b. Madras, Vizagapatam or Kakinada
1953 Crop.		
LMG . . . . .	3,00,000	7 annas
B . . . . .	4,00,000	7 annas.
DB . . . . .	10,00,000	6 annas.
DG . . . . .	15,00,000	5 annas. 3 pies.
PL . . . . .	15,00,000	4 annas 2 pies.
		47,00,000
1954 Crop.		
LMG . . . . .	3,50,000	7 annas 6 pies.
B . . . . .	3,50,000	7 annas 4 pies.
DB . . . . .	8,50,000	6 annas 2 pies.
LG . . . . .	12,50,000	5 annas 5 pies.
PL . . . . .	15,00,000	4 annas 5 pies.
		43,00,000
GRAND TOTAL . . . . .	90,00,000	Lbs., i.e. 9 million lbs

The entire quantity of tobacco shall be shipped before 31st March, 1955.

2. *Specification.*—Indian flue cured Virginia tobacco redried leaf, free from any insects. At the time of shipment, moisture content shall be minimum 11 per cent. and maximum 12 per cent.

3. *Packing.*—Tobacco shall be packed in bales of new gunny cloth lined with water-proof paper or mats, each bale containing approximately 250 lbs. of tobacco net. The tare weight of each paper lined bale shall be 6 lbs. approximately and of each mat lined bale 8 lbs. approximately.

4. *Terms of payment.*—The Buyer shall open a confirmed irrevocable, divisible Letter of Credit without recourse, in favour of the Seller 15 days before each shipment.

5. *Inspection.*—The Chief Inspector, Tobacco Grading, Government of the Republic of India, shall be the inspection authority for all supplies of tobacco. Inspection certificates issued by the Chief Inspector, Tobacco Grading, Government of the Republic of India, shall be in accordance with the standards laid down in Tobacco Grading and Marking Rules of the Government of the Republic of India; a copy of the said standards shall be supplied to the Government of the People's Republic of China within 15 days from the date of this Arrangement.

6. *Delivery.*—Time is of the essence of the contract. In case the shipment of goods is delayed beyond the delivery period mentioned in the contract, the Seller shall forthwith communicate the delay to the Buyer by cable and in such a case the Buyer shall have the option either to extend the delivery period subject to a reduction in Price of 1 per cent. for the delay of each half month or part thereof or cancel the contract.

7. *Transportation.*—The Buyer shall make necessary shipping arrangements sufficiently in time for the delivery period stipulated in the contract and shall be responsible for the payment of freight. The Buyer may appoint the Seller to make the necessary shipping arrangements on his behalf.

8. *Insurance.*—The Buyer shall undertake to cover insurance at his own expense.

9. *Shipping advice.*—The seller shall cable shipping advice to the Buyer three days prior to the date of shipment. The shipping documents shall be airmailed to the Buyer within 10 days of the shipment.

10. *Shipping documents.*—Shipping documents shall consist of invoice, clean bill of lading, packing list and/or detailed weight list and certificate of quality issued by the Chief Inspector, Tobacco Grading, Government of the Republic of India.

11. *Arbitration.*—In the event of any dispute or difference arising between the parties (the decision whereof is not hereinbefore provided for), if such dispute or difference cannot be settled amicably, the same shall be referred to an arbitrator to be appointed by consent of the parties and the decision of such arbitrator shall be final and binding on the parties.

12 Any other term or condition of the contract as may be mutually settled between the contracting parties.

S. N. BILGRAMI,  
Chief Controller of Imports & Exports.

H. V. R. IENGAR, Secy.

